

WIRELESS INTERCONNECTION AGREEMENT
TDS METROCOM LLC – NEXTEL WEST CORP. FOR THE STATES OF
WISCONSIN, MICHIGAN, ILLINOIS, MINNESOTA AND NORTH DAKOTA

This Interconnection and Reciprocal Compensation Agreement (“Agreement”), is entered into by and between TDS Metrocom LLC, with offices at 525 Junction Rd Suite 6000, Madison, Wisconsin 53717 (“METROCOM”), and Nextel West Corp., a Delaware corporation with offices at 2001 Edmund Halley Dr., Reston, VA 20191 (“NEXTEL”). (each referred to as a “Party” and collectively as “Parties”). This Agreement shall be deemed effective as of the date it is signed by both Parties (the “Effective Date”).

METROCOM is a Competitive Local Exchange Carrier (“CLEC”) in the states of Wisconsin, Michigan, Illinois, Minnesota and North Dakota. NEXTEL is a commercial mobile radio service (“CMRS”) carrier operating in Wisconsin, Michigan, Illinois, Minnesota and North Dakota. METROCOM and NEXTEL desire to interconnect on an indirect and/or direct basis for the purpose of exchanging traffic between the Parties’ customers.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements for the exchange of Local Traffic between NEXTEL’s network in Wisconsin, Michigan, Illinois, Minnesota and North Dakota and METROCOM’s network in Wisconsin, Michigan, Illinois, Minnesota and North Dakota. Local Traffic is defined for all purposes under this Agreement as traffic that is originated by a customer of one Party on that Party’s network and terminates to a customer of the other Party on the other Party’s network within the same Major Trading Area (MTA). Local Traffic may be handled pursuant to an approved interconnection agreement between the originating Party and a carrier that performs only a contractual transiting function for the originating Party in lieu of a direct connection between the Parties. The parties will only exchange Intra MTA or IntraLATA traffic. For purposes of determining originating and terminating points, the originating or terminating point for METROCOM shall be the rate center associated with the customer’s telephone number serving the calling or called party, and for Nextel shall be the originating or terminating Cell Site location which services the calling or called party at the beginning of the call.

The exchange of non-local traffic between other portions of METROCOM’s network and NEXTEL’s network shall be accomplished using the existing toll telephone network.

SECTION II
TRAFFIC EXCHANGE

The point of interconnection shall be established at an appropriate tandem. Each Party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls originated from that Party's network. Either Party shall be allowed to establish, upon mutually agreement by both Parties, a different point of interconnection for the calls originated from that Party's network, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other Party.

For Indirect Transit Traffic, the originating Party will be responsible for providing the terminating Party with the Jurisdictional Information parameter (JIP), Location Routing Number (LRN) or other data reasonably agreeable to the terminating Party to allow for billing. If the originating Party does not provide JIP, LRN or other data agreed to by the terminating Party, the terminating Party may bill the originating Party using the tandem operator's transit reports, or any other data reasonably available to the terminating Party.

Where Direct Facilities are in place, if both Parties mutually agree, then direct trunking may be instituted on the date agreed to by the Parties. Where the Parties are utilizing one-way trunks, the trunks from the switch of the originating Party to the point of interconnection shall be provided and/or paid for by the originating Party. NEXTEL shall order the "Cross Connect" and bill METROCOM 50% of the monthly recurring charge, as well as 50% of the installation charge.

Where the Parties are utilizing two-way trunks, the Parties shall be equally responsible for the non-recurring and monthly costs of the trunks as follows:

- Either each Party will provide, and pay for, one-half the required facilities, or, upon mutual agreement
- One Party will provide the required two-way facility, in which case that Party shall bill in advance the other Party on a monthly basis for one-half of the monthly and non-recurring costs of the shared facility. Bills rendered shall be paid within forty-five (45) days of the date of receipt of the invoice.

SECTION III INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either Party.

SECTION IV LIABILITY

A.

Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages ("Consequential Damages") arising from the other Party's use of service provided under this Agreement.

B.

Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION V

INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- (2) claims for infringement of patents or infringement of copyright arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's prior written approval, which approval shall not be unreasonably withheld.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section IV hereof.

The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

SECTION VI ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each Party shall be responsible for its own attorney's fees.

SECTION VII TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

SECTION VIII THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a Party to it and no third Party beneficiaries are created by this Agreement.

SECTION IX GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the federal laws and regulations of the United States or the Federal Communications Commission, the laws and regulations of the state where the traffic was exchanged shall govern this Agreement. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other

legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith, and amend in writing, such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. Any provisions of this Agreement that are not materially affected by the change in applicable law shall remain in full force and effect during the time the Parties renegotiate the affected provision.

SECTION X ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in a writing signed by an authorized employee of each Party. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties. If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding.

SECTION XI NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of NEXTEL to:

Business Name:	NEXTEL
Mailing Address:	Telco Management
Shipping Address:	2001 Edmund Halley Dr.
City/State/Zip Code:	Reston, VA 20191
Attention:-	Bob Edgerly
Contact Phone Number:	(703) 592-2678
Fax Number:	(703) 592-2777

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of NEXTEL to:

Business Name:	NEXTEL
Mailing Address:	Telco Cost Management
Shipping Address:	2001 Edmund Halley Dr.
City/State/Zip Code:	Reston, VA 20191
Attention:	_____
Contact Phone Number:	_____
Fax Number:	(703) 592-2777

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of METROCOM to:

Business Name: TDS METROCOM LLC
Mailing Address: 525 Junction Rd Suite 6000
Shipping Address:
City/State/Zip Code: Madison, WI 53717
Attention: Manager - Carrier Relations
Contact Phone Number: (608) 663-3029
Fax Number: (608) 442-3652

With a copy to:

Business Name: TDS METROCOM LLC
Mailing Address: 525 Junction Rd Suite 7000
City/State/Zip Code: Madison, WI 53717
Attention: GRA – Peter Healy

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of METROCOM to:

Business Name: TDS METROCOM LLC
Mailing Address: 525 Junction Rd Suite 5000
City/State/Zip Code: Madison, WI 53717
Attention: Sally Ainsworth

Payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of METROCOM to:

Business Name: TDS METROCOM LLC
Mailing Address: 525 Junction Rd
City/State/Zip Code: Madison, WI 53717
Attention: Accounting Dept

or to such other location as the receiving Party may direct in writing.

SECTION XII ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party or an entity acquiring all or substantially all of the assets of either Party without the consent of the other Party.

SECTION XIII BILLING AND BILLING DISPUTES

Each Party shall bill the other for calls which the billing Party terminates to its own customers and which were originated by the billed Party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A,

which is incorporated by reference. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within forty-five (45) days from the date the statement is received. The billed Party shall pay a late charge on any unpaid, undisputed amounts that have been billed that are greater than forty-five (45) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Neither Party shall bill the other for traffic that is more than six (6) months old.

The parties shall comply with all federal, state, and local tax laws applicable to transactions occurring under this Agreement. Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges levied against or upon such Party. The Providing Party will separately state all taxable and nontaxable charges, fees, or surcharges on the original invoice for goods or services provided under this Agreement. All purchases under this agreement are for resale in the ordinary course of Purchasing Party's business. Purchasing Party shall furnish the Providing Party a proper resale tax exemption certificate or other documentation to Providing Party upon request. The parties shall cooperate with one another to minimize taxes arising from this Agreement.

The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within ninety (90) days of its receipt of the invoice containing such disputed amount, give notice to the billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. Section XX of this Agreement shall apply to any Disputed Amount not resolved within thirty (30) days of notification. The billed Party shall pay when due all undisputed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute.

SECTION XIV

CONFIDENTIALITY

Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed confidential and the property of the Disclosing Party. Commencing on the Effective Date and continuing during and after the termination or expiration of this Agreement, each Party shall be fully responsible for any unauthorized use and disclosure of, and access to, the other Party's Proprietary Information. Accordingly, each Party shall employ reasonable administrative, physical,

and technical safeguards that prevent such unauthorized access, disclosure, and use ("Safeguards"). Without limiting the foregoing, each Party shall at a minimum implement Safeguards to protect the other Party's Proprietary Information, whether "at rest" or in transport no less stringent than it employs for its own confidential information. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with this Section.

If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice, unless prohibited by the courts or governmental authority, of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain. The Disclosing Party shall bear all associated expenses.

In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public

SECTION XV SS7 SIGNALING

Where available, METROCOM and NEXTEL will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks.

METROCOM shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.

The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.

SECTION XVI NETWORK DESIGN AND MANAGEMENT

The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. METROCOM and NEXTEL will provide written notice to the other of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- 1) Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

Nextel National NOC:	1-888-5NEXTEL
METROCOM NOC:	1-800-790-1216

- (2) Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Major failures that will be reported are defined as follows:

- (a) Any cable or electronics outage that affects 50% or more of the in-service lines of a central office with a duration of ten minutes or more.
- (b) Toll or EAS isolation of an entire exchange with a duration of ten minutes or more.
- (c) Any digital cross connect or fiber optic complete system failure lasting ten minutes or more.

The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.

The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling Party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.

The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.

Each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

METROCOM and NEXTEL will process maintenance requests at parity with the manner in which each Party processes its own maintenance requests or maintenance requests of its affiliates.

METROCOM and NEXTEL will ensure that all applicable alarm systems are operational and the support databases are accurate.

Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

SECTION XVII

FORCE MAJEURE AND RESTORATION OF SERVICE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions,

earthquakes, nuclear accidents, floods, volcanic action, other major environmental disturbances (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated, without liability, and shall resume once the Force Majeure Event ends. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

The Parties will provide each other with a Single Point of Contact, available twenty-four hours per day, seven days a week, for all maintenance and service problem communications.

The parties will establish an escalation procedure for dealing with maintenance and service problem issues.

SECTION XVIII SERVICE PROJECTIONS

The Parties will provide non-binding two-year intercompany forecasts for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties.

SECTION XIX QUALITY OF SERVICE

Interconnection quality of service shall be at Parity with that provided by each Party for its own services.

A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.

The Parties shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

SECTION XX DISPUTE RESOLUTION

Except as provided under § 252 of the Act, the Parties desire to resolve all controversies or claims (individually, a "Dispute") arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any Dispute arising out of or relating to this Agreement or its breach.

Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such Disputes, to meet and negotiate in good faith to resolve any Dispute arising out of or relating to this Agreement. The Parties intend that non-lawyer, business representatives, conduct these negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

Formal Dispute Resolution. Either Party may initiate arbitration with respect to a Dispute by filing a written demand for arbitration pursuant to the Commercial Arbitration Rules of the AAA at any time after the thirtieth (30th) calendar day following a request for mediation, or, if earlier, the date mediation is terminated. Mediation may continue after the commencement of arbitration if the Parties so desire. The arbitration shall be governed by the Commercial Arbitration Rules of the AAA, except as set forth herein. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur at a mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

TDS Metrocom LLC:



Signature

7/5/05

(Date)

Printed name and title:

Nicholas D. Jackson
Vice President – Business Operations

Nextel West Corp.:


Signature _____ 6/29/05
(Date)

Printed name and title:

Steve Sachs
Sr. Director, Telco Cost Management

Signature Page to Wireless Interconnection Agreement between TDS METROCOM LLC and Nextel West Corp. dated the 5th day of July 2005, relating to the exchange of Local Traffic.

APPENDIX A

Local Transport and Termination Rates and Billing Procedures

The parties shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their respective customers at the rate of \$0.009 Per Terminating Conversation Minute.

METROCOM may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by NEXTEL and terminating to METROCOM. This report information may be used by METROCOM for billing NEXTEL for traffic terminating to METROCOM. NEXTEL may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by METROCOM and terminated to NEXTEL. This report information may be used by NEXTEL for invoicing METROCOM for terminating traffic to NEXTEL. Prior to issuing the first invoice, both Parties shall notify the other in writing what source of traffic they will be using to bill the other. If NEXTEL elects not to order a traffic report from the tandem operator and lacks the ability to measure traffic originated by METROCOM, the parties agree to the following principles for billing terminating usage to one another:

1. METROCOM shall bill for 100% of the traffic originated by NEXTEL and terminated to METROCOM.
2. NEXTEL shall calculate estimated METROCOM terminating traffic to NEXTEL and bill METROCOM for 53.85% of MOU in 1. above. This ratio assumes that approximately 35% of the mutual Local Traffic is Land to Mobile and 65% is Mobile to Land.

Either Party may bill on a monthly or quarterly basis.

The parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Transport and termination of non-local traffic shall be billed per applicable access tariff. Recognizing that METROCOM currently has no way of measuring the Non-Local Traffic and in the event that Nextel does not perform periodic (quarterly or semi-annual) traffic studies upon request required to identify the Non-Local Traffic

originated or terminated by METROCOM, Parties agree to a default factor of 0% as an estimate of Non-Local Traffic. Parties agree that this default factor percentage may need to be adjusted should either party develop new information or the industry makes changes in the future to address the current uncertainty. The actual recorded usage shall be the basis for billing, when available and verifiable.